#### I. APPLICATION OF MANUAL

- A. The rules contained in these pages govern the writing of Professional and General Liability policies for Allied Health professionals.
- B. The rules, rates, rating plans and forms filed on behalf of the Company, and not in conflict herewith, will govern in all cases not specifically provided for herein.

## II. POLICY TERM

A. Policies may be written for a term of one year and renewed annually thereafter.

Coverage may be extended for a period not to exceed sixty (60) days beyond expiration date, subject to the consent of the Company and the rates and forms in effect for the expiring policy term. Premiums for this extension shall be calculated on a pro-rata basis.

Coverage may be renewed, subject to the consent of the Company, for additional periods by payment of a premium calculated according to the company's rates, rules and forms in effect at the time of renewal.

## III. PREMIUM COMPUTATION

- A. Premiums at policy inception will be computed using rules, rates and rating plan in effect at that time.
- B. When a policy is issued for other than a whole year, the premiums will be computed on a pro-rata basis.

## IV. FACTORS OR MULTIPLIERS

Unless otherwise noted, factors or multipliers are to be applied consecutively, as opposed to being added together.

## V. POLICY WRITING MINIMUM PREMIUM

No policy minimum premium applies.

## VI. WHOLE DOLLAR RULE

- A. The premium for each peril, coverage or exposure for which a separate premium is calculated will be rounded to the nearest whole dollar as follows:
  - Any value involving \$.50 or more will be rounded up to the next highest whole dollar amount.
  - Any value involving \$.49 or less will be rounded down to the next lowest whole dollar amount.

## VII. ADDITIONAL PREMIUM CHARGES

- A. All coverage changes or additions involving additional premiums will be pro-rated based upon the effective date of the change.
- B. The rates and rules that were in effect at the inception date of the policy period are to be used in all additional premium calculations.
- C. Additional premiums of \$24 or less may be waived. This waiver only applies to charges due on the effective date of charge endorsements.

## VIII. RETURN PREMIUMS

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- A. Deletion of any coverage other than an optional coverage is not permitted unless the entire policy is cancelled.
- B. Return premiums are computed using rates in effect at the policy inception.
- C. Return premiums are computed pro rata and rounded in accordance with the whole dollar rule when any coverage or exposure is deleted, or an amount of insurance is reduced.

#### IX. POLICY CANCELLATIONS

- A. This policy may be canceled flat by the Insured within 60 days of the effective date. Evidence of such cancellation must be received by the Company within the 60-day period.
- B. Any cancellation initiated by the Company more than 60 days from inception will be computed on a prorata basis.
- C. Cancellation initiated by the Insured will be computed pro rata less a penalty of 10% unless the same coverage is rewritten by the Company, in which case no penalty shall be applied.

## X. COVERAGE

- A. Professional Liability is available on an occurrence or claims made basis.
- B. General Liability is provided on an occurrence or claims made basis.

#### XI. ELIGIBILITY

Rate Tables I and II under Section XVI. of these rules list the categories of service providers that are eligible for coverage.

The following additional eligibility/rating criteria apply to entities:

Entities with more than 75 full time equivalent employees will be written on a Refer to Company basis.

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## XII. LIMITS OF LIABILITY

- A. The rates displayed in Rate Tables I and II under Section XVI. are to be treated as follows:
  - 1. Table I provides Professional Liability rates for all allied health professionals, other than Optometrists and Opticians, for limits of \$1,000,000/\$3,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits below \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Aggregate	25	100	200	250	500	1,000
75	0.395					
300		0.632				
500				0.752	0.822	
600			0.712			
750				0.758	0.830	
1,000					0.834	0.944
3,000						1.000

2. Table II provides Professional Liability rates for Optometrists and Opticians for limits of \$1,000,000/\$1,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits up to \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Per Professional Incident (000) / Aggregate		
100 / 300	0.449	
200 / 600	0.590	
250 / 750	0.638	
300 / 800	0.682	
400 / 900	0.760	
500 / 1,000	0.816	
1,000 / 1,000	1.000	
1,000 / 2,000	1.010	
1,000 / 3,000	1.020	

## XIII. DEDUCTIBLE

The basic Allied Health Professional Liability policy has no deductible.

For firms or entities, the following deductible options may be selected, and the insured is responsible for the entire amount of each loss up to the selected deductible amount.

Deductible eroded by Indemnity	Factor
\$2,500	.975
\$ 5,000	.950
\$10,000	.925
\$15,000	.900
\$20,000	.875
\$25,000	.850
Over \$25,000	Refer to Company

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Deductible eroded by Indemnity and Other Payments	Factor
\$2,500	0.968
\$ 5,000	0.935
\$10,000	0.903
\$15,000	0.870
\$20,000	0.838
\$25,000	0.805
Over \$25,000	Refer to Company

## XIV. OPTIONAL COVERAGES

## A. Additional Insured

An additional insured may be added to the policy for a charge of \$250, with the exception of certified members of the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) as defined in Note 1 under Rate Table 1 of Section XVI of these rules. For certified members of NAADAC the additional insured charge is \$50. Such additional insureds may include clinics, hospitals, etc., to which the insured may be contracted.

Lessors may be added to the policy as an additional insured at no additional premium. (All other additional insureds must be referred to the Company for underwriting.)

Additional insureds as described in this section will be added on a shared limits basis.

#### B. General Liability

General Liability is available for an additional premium. The occurrence General Liability premium is calculated at 10% of the mature claims made professional liability premium at the same limit of liability. If the General Liability coverage is provided on a claims made basis then the premium must be calculated as the occurrence premium multiplied by the appropriate step factor. The premium for other limits will be rated on a refer to company basis. Entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) are subject to a minimum charge of \$250

If General Liability coverage is purchased, then Employee Benefits Liability coverage is available at no additional premium.

Insureds that purchase General Liability may obtain coverage for Certified Acts of Terrorism, as defined in the Terrorism Risk Insurance Act of 2002, for an additional premium charge of up to 5% of the otherwise applicable General Liability premium.

## C. Non-Owned Automobile Liability

This coverage option is available for entities only. The premium is calculated by multiplying the applicable rate by the total number of employees. The rates for the available limits options (000) are shown in the table below, along with the minimum premiums applicable to this coverage option.

	\$250/\$250	\$500/\$500	\$1,000/\$1,000	\$1,000/\$3,000
Per Employee Charge	\$14	\$16	\$18	\$20
Minimum Premium	\$250	\$500	\$1,000	\$1,000

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## D. Claims Made Coverage

The following rating procedures apply to professional liability written on a claims made basis:

- 1. Determine the applicable occurrence premium.
- Determine the retroactive date. If the date goes back 5 years or more, the Mature Claims-Made Factor from the Claims Made Step Factor table should be applied to the premium developed in 1. above.
  - Note: The retroactive date may be advanced only at the request of the insured or with the insured's written acknowledgement.
- 3. If the allied health professional is just entering practice, has been continuously insured under an occurrence policy or if no prior acts coverage is being provided, select the year 1 claims made factor from the Claims Made Step Factor table and apply it to the occurrence premium determined in 1. above.
- 4. If the allied health professional has been insured under a claims made policy for one or more years immediately preceding the effective date of the policy to be issued, and prior acts coverage is being provided, the following procedure will apply:
  - a. Determine the number of years in which the allied health professional has been insured under a claims made policy;
  - b. The number determined in a. above will be the "prior years of exposure". Fractional years of 6 months or more will be rounded up to the next higher year; less than 6 months will be rounded down to the next lower year.
  - c. The selection from the Claims Made Step Factor table is made by adding one year to the "prior years of exposure" developed in a. and b. above. The additional year is to account for the new policy to be issued.
  - d. The applicable factor in the Claims Made Step Factor **table** is to be applied to the premium developed in 1. above.

YEARS	STEP FACTORS
YEAR 1	.55
YEAR 2	.69
YEAR 3	.82
YEAR 4	.91
YEAR 5 OR MORE (Mature)	1.00

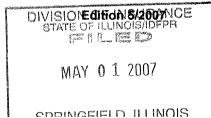
TABLE OF CLAIMS-MADE STEP FACTORS

## E. Extended Reporting Period Coverage

An extended reporting period may be provided for up to an unlimited basis, subject to the following:

- 1. Except as described in 6. below, the extended reporting period is available only if the policy is cancelled or nonrenewed by either the company or the insured.
- 2. The insured must notify us in writing of his or her election of the extended reporting period within 60 days of the effective date of termination of the policy.
- 3. Any earned premium due on the policy and the premium for the extended reporting period must be paid in full before the extended reporting period will be effective.

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- 4. The entire premium for the extended reporting period will be deemed earned when the extended reporting period begins.
- 5. The premium for the extended reporting period will be developed by applying the appropriate factor from the table below to the mature claims made premium for Coverage A otherwise developed for the risk based on the rates and rules in effect on the date the policy was last renewed or last issued:

Claims-Made Year		Length of ERP (Years)  If Claims made GL coverage is included only the 5 year or unlimited period is allowable.				
	1	2	3	5	Unlimited	
1	0.278	0.428	0.533	0.556	0.579	
2	0.424	0.676	0.824	0.847	0.870	
3	0.539	0.843	0.995	1.019	1.042	
4+	0.602	0.915	1.071	1.095	1.119	

- 6. The premium for the extended reporting period will be waived if the insured is an individual and:
  - Dies or becomes totally and permanently disabled during the policy period; or
  - ii. Retires, if at least age 55 and insured for professional liability by us for 5 or more continuous years.

If the insured returns to the practice of his or her professional services after retirement or after a period of total and permanent disability and after the issuance of the extended reporting period Endorsement and premium waiver, the extended endorsement will be cancelled unless the insured contacts us within 30 days to request an extended reporting period without waiver of premium and pays the appropriate extended reporting period premium developed from the rates, rules and rating plans in effect for us at the time of the insured's retirement or disability.

 The Professional liability extended reporting period does not increase or reinstate the limits of liability. If General Liability Coverage is also required for the extended reporting period, then reinstatement must be provided.

## F. Leave of Absence

Subject to Company underwriting approval, coverage under an in-force policy may be suspended for a period of not less than 30 days, and not more than six months. This suspension may be made without premium adjustment. The expiration of the policy is extended by the same length of time that the policy was suspended. This feature can be used for a parental leave, medical leave, military call-up to active duty, or a sabbatical.

## XV. PREMIUM CALCULATION RULES

## A. Base Rates.

The premium for this policy is calculated on a "per professional" basis. The base rates will be applied in accordance with the allied health professional specialty as shown in Tables I and II of Section XVI. If two or more classifications apply to the same professional, the highest rated classification is to be used.

- B. Base Rate Adjustments.
  - 1. <u>Part Time</u>. A part-time base rate adjustment factor of .50 will apply to any individual allied health professional who is self-employed and works 16 hours or less per week.
- C. Surcharges

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Category	Surcharge
Supplemental Staffing	A surcharge of up to 25% will apply to entities or individuals engaged in supplemental staffing.
Registry	A registry surcharge of up to 25% will apply to entities or individuals that do registry services.
Background Check	A surcharge of up to 10% will apply to entities or individuals not performing background checks on their employees and independent contractors.
Nursing Homes / Assisted Living Centers / Long Term Care Facilities / Prisons	A surcharge of up to 25% will apply to entities or individuals that do staffing of Nursing Home Facilities, Assisted Living Centers, Long Term Care Facilities, or Prisons.
High Tech / Critical Care	A surcharge of up to 25% will apply to entities or individuals engaged in high tech / critical care services, including Surgical, Pediatric, Infusion Therapy, and Tracheotomy/Ventilator Care.

The surcharges shown above are additive if more than one applies, subject to a maximum surcharge of 65%.

## D. Full Time Equivalent (FTE).

For all types of risks other than individuals and students, calculate the number of applicable FTEs as follows:

In accordance with the professional rate classifications, sum the total annual hours worked for each classification. Divide each of these totals by classification by 2000 hours (one Full Time Equivalent) to establish the number of FTE slots to be charged for each classification. Fractions of FTE slots per applicable classification grouping will be rounded up to the next highest FTE.

## E. Schedule Rating

The schedule rating credit or debit will be equal to the sum of the selected credits or debits given for each of the individual risk characteristics shown in the table below, subject to a maximum credit or debit of 25%.

Characteristic	Max Credit	Max Debit
Claims History	25%	25%
Risk Management	20%	20%
Nature of Operations	15%	15%

## F. Territorial Multiplier

Apply the territorial multiplier shown in the state exception pages. Select the territorial multiplier associated with the territory in which the individual works.

## G. Entity Rating Factor

An entity rating factor of up to 1.20 will apply to all entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) in addition to any other rating factors that apply, subject to a minimum charge of \$1,000. This rating rule is applied after the application of the increased limits factor but before any other rating factors. This rating rule also applies to student blanket policies.

## H. Internet Discount

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# Allied Health Professional and General Liability General Rules

A 5% credit shall be applied to policies marketed through electronic commerce distribution channels.

# XVI. Rates

Table I

Professional Classification	Professional	Student
	Rate	Rate
Addiction Counselor (NAADAC Program) (1)	199	25
Addiction Counselor (Non-NAADAC) (2)	433	25
Addiction Interventionist	577	N/A
Administrative/Clerical	130	43
All other Aide, Assistant, or Technician	311	104
Art, Music, Dance, Pet, and Recreation Therapist (2)	311	N/A
Audiologist	311	104
Auricular & Full Body Acupuncture Therapy and Counseling	866	286
Auricular Acupuncture Therapy and Counseling	433	143
Behavioral Analyst	433	25
Blood Bank Technician	311	104
Cardiology Technician	311	104
Case Workers and Case Manager (2)	433	144
Certified Employee Assistance Professional	333	25
Certified Tech./ Assistant	311	104
Companion	150	50
Cytotechnologist	311	104
Dental Assistant	130	43
Dental Hygienist	311	104
Dialysis Technician	311	104
Dietician/Nutritionist	311	104
EKG/EEG Technician	311	104
Health Educator (2)	311	104
Home Health Aide	200	67
Homemaker	150	50
Intern Mental Health/Addiction Counselor	311	NA
Lab Technician	311	104
Licensed or Certified Mental Health Counselor (2)	433	25
LPN	311	104
Marriage and Family Therapists/Counselor (2)	433	25
Massage Therapist	577	192
Medical Office Assistant	130	43
Medical Records Technician	311	104
Medical Technologist	311	104
MRI Technician	311	104
Nurse Aide	180	60
Nurse Practitioner	1250	417
Nurse/RN	350	117
Occupational Therapist	400	133
Paramedics/EMTs (Eligible for Students Only)	N/A	200
Pastoral Counselor	433	N/A
Pathology Assistant	311	104
Patient Intake Technician	130	N/A
Patient intake Technician Personal Coach	433	N/A
	750	250
Pharmacist (Mail Order, Nuclear) Pharmacist (Non-Mail Order – Non-Nuclear)	600	200

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# Allied Health Professional and General Liability General Rules

Professional Classification	Professional Rate	Student Rate
Pharmacy Assistant	200	67
Pharmacy Technician (Dispensing)	300	100
Phlebotomist	311	104
Physical Therapist	577	192
Physician's Assistant	N/A	667
Psychological Assistant (Masters Degree) (2)	577	N/A
Psychologist (Bachelors or Masters Degree) (2)	1250	N/A
Psychologist (Doctorate Degree)		Post Doctoral
	1250	311
Radiological Technologist	311	104
Rehabilitation Counselor/Therapist	433	25
Rehabilitation Counselor/Therapist Assistant	311	N/A
Respiratory Assistant	311	104
Respiratory Therapist	600	200
Social Worker (2)	433	25
Speech Therapist (2)	400	133
Surgical Assistant	N/A	667
Surgical Technologist	311	104
Surgical Technologist/First Assistant	311	104
Ultrasound Technician	311	104
Utilization Review Technician (2)	433	N/A
Volunteer	130	N/A
Wellness Counselor (2)	433	25
X-Ray Machine Operator/Technician	311	104

Note 1.

Certified Members of the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) are to be written in conjunction with the Behavioral Health Purchasing Group with the rate shown in Table I for limits of \$ 1,000,000 Per Professional Incident / \$ 3,000,000 Aggregate. This rate contemplates coverage for individuals who have been NCAC certified as members of NAADAC. The only Optional Coverages under Section XIV offered for these members are the Entity Coverage Extension, the Additional Insured Endorsement and Claims Made Coverage.

Note 2.

A credit of 50% applies to individuals who receive primary professional liability coverage from their employer.

## Table II

Allied Health Professional Liability Rate Table – Optometrists/Opticians Basic Limits - \$1,000,000 / \$1,000,000			
Professional Classification	Professional Rate	Student Rate	
Optometrists	416	139	
Opticians	293	98	

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# Allied Health Professional and Supplemental Liability Exception Pages: Illinois

State Exceptions. Selected countrywide rules are amended as described below:

I. Under Rule XV. PREMIUM CALCULATION RULES, Rule F., the following Territorial Multiplier applies:

Territory Definitions	Multiplier
1 – Cook County	1.40
2 – Counties of Dupage, Lake and Will	1.20
3 - Remainder of State	1.00

II. The following rule has been added

## PREMIUM PAYMENT INSTALLMENTS

The following installment premium payment plan shall be offered at no additional cost to the insured:

- a. an initial payment equal to 25% of the premium due at policy inception;
- b. a second payment equal to 25% of the premium due 3 months from policy inception;
- c. a third payment equal to 25% of the premium due 6 months from policy inception; and
- d. a fourth payment equal to 25% of the premium due 9 months from the policy inception.

Additional premium resulting from changes to the policy shall be spread over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction.

Quarterly installment premium payment plans shall be included in the initial offer of the policy, or in the first policy renewal policy occurring after January 1, 2006. Thereafter, the insurer is not required to re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available.

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Robert E. Wolfrom, CPCU Sr. Regulatory Specialist

March 27, 2007

Director of Insurance Illinois Department of Financial and Professional Regulation Division of Insurance 320 West Washington Street Springfield, Illinois 62767

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Company	ACE	USA	# 626
ACE American	Insuranc	e Cor	npany
ACE Insurance			

NAIC#	FEIN	
22667	95-2371728	/
22691	36-2709121	۰

11.0000 Medical Malpractice Allied Health Premium Payment Installment Rule Our Filing Number: 07-PR-118

# Dear Commissioner:

We are filing our revised Allied Health Professional and Supplemental Liability Illinois Exception Page to add a rule for Premium Payment Installments to comply with state requirements.

We wish to implement this revision with all new and renewal policies effective on or after May 1, 2007 or earlier upon your approval.

Please let me know if you have any questions.

lif E. Wolfson

Regards,

Bob Wolfrom, CPCU Sr. Regulatory Specialist REPORT OF THE STATE OF THE STAT

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# **Property & Casualty Transmittal Document**

3.	Group Name ACE INA Companies  Company Name(s) ACE American Insurance Company ACE Insurance Company of Illin	a. Date the fib. Analyst: c. Dispositio d. Date of disc. e. Effective of New Bureneward for State Filing. SERFF Filing. SERFF Filing. Subject Common PA			ness Business #: g #:	iling MAR	3 0 2007  PH (MPC) OF INSURANCE  RINGFIELD  Group NAIC # 626  FEIN # 95-2371728 36-2709121
5.	Company Tracking Number		07-	-PR-118			
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	the state of the s	Title					
6.	Name and address				Telephone #s	FAX#	e-mail
	1	SR. Re	<b>Titl</b> eegula	е	Telephone	FAX # 215.640.4986	e-mail robert.wolfrom@ace- ina.com
	Name and address  Robert E. Wolfrom  436 Walnut Street, WBO4G	SR. R	<b>Titl</b> eegula	е	<b>Telephone #s</b> 215.640.5123	215.640.4986	robert.wolfrom@ace- ina.com
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7. 8. Filings.	Name and address  Robert E. Wolfrom  436 Walnut Street, WBO4G  Philadelphia, PA 19106  Signature of authorized filer  Please print name of authorized  ing information (see General Institute of Insurance (TOI)	SR. Re Special d filer	Title egula alist	etory	Telephone #s 215.640.5123  Robert tions of these	215.640.4986  2=	robert.wolfrom@ace- ina.com
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# Property & Casualty Transmittal Document---

15.	Reference Filing?	匚	] Yes	No     No
16.	Reference Organization (if applicable)			
17.	Reference Organization # & Title			
18.	Company's Date of Filing			
19.	Status of filing in domicile		Not File	d Pending Authorized Disapproved
20.	This filing transmittal is part of Company	Tra	cking #	07-PR-118
01				
21.				etter or filing memorandum and is free-form text]
We :	are filing our revised Allied Health Professi	ona	l and Su	oplemental Liability Illinois Exception Page to add
a rul	e for Premium Payment Installments to cor	nply	y with sta	te requirements.
22	Filing Fees (Filer must provide check # and fe	e an	nount if a	oplicable)
22.	[If a state requires you to show how you calcul			
	eck #: na			
Am	ount: na			
Refer	to each state's checklist for additional st	tate	specific	requirements or instructions on calculating

\*\*\*Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

fees.

PC RRFS-1

# RATE/RULE FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes rate-related items such as Rate; Rule; Rate & Rule; Reference; Loss Cost; Loss Cost & Rule or Rate, etc.)

	(Do	not refer to the	body of the	e filing for the c	omponent/			s allowed by s	tate.)
1.	This	filing transmitt	al is part of	Company Trac	king#	07-I	PR-118		
2.		filing corresponding n		filing number m filing, if appli	cable)	NA			
		Rate Increase	1	Rate Decreas			☐ Rate	Neutral (0%)	
3.	Filin	g Method (Prio		File & Use, Fle					
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5c.	Effect			remium change	for				
5d.		of Rate Filing	– Number o	f policyholders					
6.	Overa	Il percentage o	f last rate re	evision					
7.	Effect	ive Date of last	rate revisio						
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9.	Rule #	or Page # Sub eview	mitted		cement hdrawn?			Previous state filing number if required by	,
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# ACE GROUP OF INSURANCE COMPANIES

ACE American Insurance Company
ACE Insurance Company of Illinois
Allied Health Professional and Supplemental Liability
Revised Manual Rules
Explanatory Memorandum

We are submitting our revised Allied Health Professional and Supplemental Liability Illinois Exception Page to add a rule for Premium Payment Installments to comply with state requirements. The existing rules were previously filed and approved under company filing number 03-PR-369.

## A. Forms

None

## B. Rules

Allied Health Professional and Supplemental Liability Exception Pages: Illinois AH-IL 1 Edition 05/2007

• Added Rule, Premium Payment Installments

This rule was added to comply with state requirements concerning available premium payment options.

# Neuman, Gayle

From:

Wolfrom Jr, Robert E [Robert.WolfromJr@ace-ina.com]

Sent:

Thursday, April 05, 2007 10:00 AM

To:

Neuman, Gayle

Subject:

RE: Ace American Ins Co / Ace Ins Co of Illinois - Rule Filing #07-PR-118

Attachments: IL-AHA State Exception Page rev 05-07 .pdf; General Rules-IL 08-03 .pdf; IL-AHA State

Exception Page rev 05-07 Markup.pdf

## Ms. Neuman;

The following is in response to your questions below:

- 1. Attached please find an amended rule page in accordance with the minimum standards for Payment Plans as set forth in the Medical Malpractice Rates Checklist.
- 2. Yes, we utilize Insurance Services Office, Inc.
- 3. We confirm all previously filed and approved Allied Health Professional and Supplemental Liability Exception Pages: Illinois will be replaced by the amended rule page (Ed. 05/2007) upon approval by the Department. AH-IL1 Edition 10/2003 will be replaced in its entirety by AH-IL1 Edition 05/2007. A marked up version highlighting the changes is provided for your reference. A copy of the existing General Rules previously filed and approved under company filing number 03-PR-369 is attached as required.

Regards,

**Bob Wolfrom** ACE INA Filing & Regulation 215.640.5123

From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]

Sent: Monday, April 02, 2007 10:36 AM

To: Wolfrom Jr, Robert E

Subject: Ace American Ins Co / Ace Ins Co of Illinois - Rule Filing #07-PR-118

Mr. Wolfrom,

The Department is in receipt of the above referenced filing number submitted by letter dated March 27, 2007. The submission is not acceptable for filing in Illinois due to the following reason(s):

- 1. All quarterly installment premium payment plans shall include information on the minimum standards listed below. Insurers may provide for quarterly installment premium payment plans that differ from these minimum standards and may offer more than one type of payment plan. However, a quarterly payment plan must be offered with terms that are at least as or more favorable than those listed below:
- a) An initial payment of no more than 40% of the estimated total premium due at policy inception;
- b) The remaining premium spread equally among the second, third, and fourth installments, with the maximum for such installments

set at 30% of the estimated total premium, and due 3, 6, and 9 months from policy inception, respectively;

- c) No interest charges:
- d) Installment charges or fees of no more than 1% of the total premium or \$25.00, whichever is less;
- e) A provision stating that additional premium resulting from changes to the policy shall be spread equally over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to a policy may be billed immediately as a separate transaction.
- f) Quarterly installment premium payment plans shall be included in the initial offer of the policy, or in the first policy renewal occurring after January 1, 2006. Thereafter, the insurer is not required to re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available.

- 2. Indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?
- 3. Our checklists require the company submit a copy of the complete rate/rule manual section(s) being changed by the filing. You are to also provide a written statement indicating all changes made to these pages were disclosed.

We request receipt of your response by April 10, 2007.

Gayle Neuman Property & Casualty Compliance, Division of Insurance Illinois Department of Financial & Professional Regulation (217) 524-6497

Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (<a href="http://www.idfpr.com/">http://www.idfpr.com/</a>) by clicking on: Insurance; Industry; Regulatory; IS3

Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

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State Exceptions. Selected countrywide rules are amended as described below:

I. Under Rule XV. PREMIUM CALCULATION RULES, Rule F., the following Territorial Multiplier applies:

Territory Definitions	Multiplier
1 – Cook County	1.40
2 – Counties of Dupage, Lake and Will	1.20
3 – Remainder of State	1.00

II. The following rule has been added

# **PREMIUM PAYMENT INSTALLMENTS**

The following installment premium payment plans shall be offered:

- 1. For annual premiums up to an including \$80,000, a three-installment payment plan payable as follows:
  - a. an initial payment equal to 50% of the premium due at policy inception;
  - b. a second payment equal to 25% of the premium due 2 months from policy inception; and
  - c. a third payment equal to 25% of the premium due 4 months from policy inception.
- 2. For annual premiums in excess of \$80,000, a five-installment payment plan payable as follows:
  - a. an initial payment equal to 30% of the premium due at policy inception;
  - b. a second payment equal to 25% of the premium due 2 months from policy inception;
  - c. a third payment equal to 20% of the premium due 4 months from policy inception;
  - d. a fourth payment equal to 15% of the premium due 6 months from policy inception:
  - e. a fifth payment equal to 10% of the premium due 8 months from policy inception.

Additional premium resulting from changes to the policy shall be spread over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction.

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  - d. a fourth payment equal to 15% of the premium due 6 months from policy inception;
  - e. a fifth payment equal to 10% of the premium due 8 months from policy inception.

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ACE AMERICAN INSURANCE COMPANY ACE INSURANCE COMPANY OF ILLINOIS

Edition 05/2007

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Territory Definitions	Multiplier
1 – Cook County	1.40
2 - Counties of Dupage, Lake and Will	1.20
3 - Remainder of State	1.00

# II. The following rule has been added

## **PREMIUM PAYMENT INSTALLMENTS**

The following installment premium payment plan shall be offered at no additional cost to the insured:

- a. an initial payment equal to 25% of the premium due at policy inception;
- b. a second payment equal to 25% of the premium due 3 months from policy inception;
- c. a third payment equal to 25% of the premium due 6 months from policy inception; and
- d. a fourth payment equal to 25% of the premium due 9 months from the policy inception.

Additional premium resulting from changes to the policy shall be spread over the remaining installments, if any. If there are no remaining installments, additional premium resulting from changes to the policy shall be billed immediately as a separate transaction.

Quarterly installment premium payment plans shall be included in the initial offer of the policy, or in the first policy renewal policy occurring after January 1, 2006. Thereafter, the insurer is not required to re-offer such payment plan, but if an insured requests such payment plan at a later date, the insurer must make it available.

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ACE AMERICAN INSURANCE COMPANY ACE INSURANCE COMPANY OF ILLINOIS

Edition 05/2007

# Neuman, Gayle

From:

Wolfrom Jr, Robert E [Robert.WolfromJr@ace-ina.com]

Sent:

Wednesday, May 16, 2007 12:17 PM

To:

Neuman, Gayle

Subject:

RE: Ace American - Ace of Illinois - Rule Filing #07-PR-118

Attachments: General Rules-IL \_05-07\_.pdf

Ms. Neuman,

We have updated the Illinois General Rules as you suggest by deleting the words "up to" in Note 2 of Table XVI. The edition date has been updated to 05/2007 as a result of this change.

#### Bob Wolfrom ACE INA Filing & Regulation 215.640.5123

From: Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]

**Sent:** Wednesday, May 16, 2007 9:36 AM

**To:** Wolfrom Jr, Robert E

**Subject:** RE: Ace American - Ace of Illinois - Rule Filing #07-PR-118

So, it is actually 50% and not "up to 50%"? No insured would just get a 35% credit? If this is correct, we request you change the wording of the manual section.

**From:** Wolfrom Jr, Robert E [mailto:Robert.WolfromJr@ace-ina.com]

Sent: Tuesday, May 15, 2007 3:10 PM

To: Neuman, Gayle

Subject: RE: Ace American - Ace of Illinois - Rule Filing #07-PR-118

The credit of 50% is applied once the underwriter has confirmed that the employee has additional coverage provided by their employer equal to the limits and scope provided by the ACE policy.

# **Bob Wolfrom**

ACE INA Filing & Regulation 215.640.5123

**From:** Neuman, Gayle [mailto:Gayle.Neuman@illinois.gov]

Sent: Friday, May 11, 2007 9:54 AM

To: Wolfrom Jr, Robert E

Subject: Ace American - Ace of Illinois - Rule Filing #07-PR-118

Mr. Wolfrom,

We have an additional question about the rate/rule manual. Under XVI. Rates, Table I, Note 2, it states a credit of up to 50% applies to individuals who receive primary professional liability coverage from their employer. Please explain how the exact percentage would be determined for each insured.

We request receipt of your response by May 18, 2007.

Gayle Neuman Property & Casualty Compliance, Division of Insurance Illinois Department of Financial & Professional Regulation (217) 524-6497 Please refer to the Property and Casualty Review Requirement Checklists before submitting any filing. The checklists can be accessed through the Department's website (http://www.idfpr.com/) by clicking on: Insurance; Industry; Regulatory; IS3

Review Requirements Checklists; Property Casualty IS3 Review Requirements Checklists.

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## I. APPLICATION OF MANUAL

- A. The rules contained in these pages govern the writing of Professional and General Liability policies for Allied Health professionals.
- B. The rules, rates, rating plans and forms filed on behalf of the Company, and not in conflict herewith, will govern in all cases not specifically provided for herein.

## II. POLICY TERM

A. Policies may be written for a term of one year and renewed annually thereafter.

Coverage may be extended for a period not to exceed sixty (60) days beyond expiration date, subject to the consent of the Company and the rates and forms in effect for the expiring policy term. Premiums for this extension shall be calculated on a pro-rata basis.

Coverage may be renewed, subject to the consent of the Company, for additional periods by payment of a premium calculated according to the company's rates, rules and forms in effect at the time of renewal.

## III. PREMIUM COMPUTATION

- A. Premiums at policy inception will be computed using rules, rates and rating plan in effect at that time.
- B. When a policy is issued for other than a whole year, the premiums will be computed on a pro-rata basis.

## IV. FACTORS OR MULTIPLIERS

Unless otherwise noted, factors or multipliers are to be applied consecutively, as opposed to being added together.

## V. POLICY WRITING MINIMUM PREMIUM

No policy minimum premium applies.

## VI. WHOLE DOLLAR RULE

- A. The premium for each peril, coverage or exposure for which a separate premium is calculated will be rounded to the nearest whole dollar as follows:
  - 1. Any value involving \$.50 or more will be rounded up to the next highest whole dollar amount.
  - 2. Any value involving \$.49 or less will be rounded down to the next lowest whole dollar amount.

## VII. ADDITIONAL PREMIUM CHARGES

- A. All coverage changes or additions involving additional premiums will be pro-rated based upon the effective date of the change.
- B. The rates and rules that were in effect at the inception date of the policy period are to be used in all additional premium calculations.
- C. Additional premiums of \$24 or less may be waived. This waiver only applies to charges due on the effective date of charge endorsements.

#### VIII. RETURN PREMIUMS

- A. Deletion of any coverage other than an optional coverage is not permitted unless the entire policy is cancelled.
- B. Return premiums are computed using rates in effect at the policy inception.
- C. Return premiums are computed pro rata and rounded in accordance with the whole dollar rule when any coverage or exposure is deleted, or an amount of insurance is reduced.

# IX. POLICY CANCELLATIONS

- A. This policy may be canceled flat by the Insured within 60 days of the effective date. Evidence of such cancellation must be received by the Company within the 60-day period.
- B. Any cancellation initiated by the Company more than 60 days from inception will be computed on a prorata basis.
- C. Cancellation initiated by the Insured will be computed pro rata less a penalty of 10% unless the same coverage is rewritten by the Company, in which case no penalty shall be applied.

# X. COVERAGE

- A. Professional Liability is available on an occurrence or claims made basis.
- B. General Liability is provided on an occurrence or claims made basis.

## XI. ELIGIBILITY

Rate Tables I and II under Section XVI. of these rules list the categories of service providers that are eligible for coverage.

The following additional eligibility/rating criteria apply to entities:

1. Entities with more than 75 full time equivalent employees will be written on a Refer to Company basis.

## XII. LIMITS OF LIABILITY

- A. The rates displayed in Rate Tables I and II under Section XVI. are to be treated as follows:
  - 1. Table I provides Professional Liability rates for all allied health professionals, other than Optometrists and Opticians, for limits of \$1,000,000/\$3,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits below \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Aggregate	25	100	200	250	500	1,000
75	0.395					
300		0.632				
500				0.752	0.822	
600			0.712			
750				0.758	0.830	
1,000					0.834	0.944
3,000						1.000

2. Table II provides Professional Liability rates for Optometrists and Opticians for limits of \$1,000,000/\$1,000,000.

The table below provides the Differential Limits Factors used in calculating Professional Liability rates for other optional limits up to \$1,000,000/\$3,000,000. For Differential Limits Factors for limits above \$1,000,000/\$3,000,000, refer to company for the factor to be used.

Per Professional Inc	ident (000) / Aggregate
100 / 300	0.449
200 / 600	0.590
250 / 750	0.638
300 / 800	0.682
400 / 900	0.760
500 / 1,000	0.816
1,000 / 1,000	1.000
1,000 / 2,000	1.010
1,000 / 3,000	1.020

# XIII. DEDUCTIBLE

The basic Allied Health Professional Liability policy has no deductible.

For firms or entities, the following deductible options may be selected, and the insured is responsible for the entire amount of each loss up to the selected deductible amount.

Deductible eroded by Indemnity	Factor
\$2,500	.975
\$ 5,000	.950
\$10,000	.925
\$15,000	.900
\$20,000	.875
\$25,000	.850
Over \$25,000	Refer to Company

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Deductible eroded by Indemnity and Other Payments	Factor
\$2,500	0.968
\$ 5,000	0.935
\$10,000	0.903
\$15,000	0.870
\$20,000	0.838
\$25,000	0.805
Over \$25,000	Refer to Company

## XIV. OPTIONAL COVERAGES

## A. Additional Insured

An additional insured may be added to the policy for a charge of \$250, with the exception of certified members of the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) as defined in Note 1 under Rate Table 1 of Section XVI of these rules. For certified members of NAADAC the additional insured charge is \$50. Such additional insureds may include clinics, hospitals, etc., to which the insured may be contracted.

Lessors may be added to the policy as an additional insured at no additional premium. (All other additional insureds must be referred to the Company for underwriting.)

Additional insureds as described in this section will be added on a shared limits basis.

## B. General Liability

General Liability is available for an additional premium. The occurrence General Liability premium is calculated at 10% of the mature claims made professional liability premium at the same limit of liability. If the General Liability coverage is provided on a claims made basis then the premium must be calculated as the occurrence premium multiplied by the appropriate step factor. The premium for other limits will be rated on a refer to company basis. Entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) are subject to a minimum charge of \$250.

If General Liability coverage is purchased, then Employee Benefits Liability coverage is available at no additional premium.

Insureds that purchase General Liability may obtain coverage for Certified Acts of Terrorism, as defined in the Terrorism Risk Insurance Act of 2002, for an additional premium charge of up to 5% of the otherwise applicable General Liability premium.

# C. Non-Owned Automobile Liability

This coverage option is available for entities only. The premium is calculated by multiplying the applicable rate by the total number of employees. The rates for the available limits options (000) are shown in the table below, along with the minimum premiums applicable to this coverage option.

	\$250/\$250	\$500/\$500	\$1,000/\$1,000	\$1,000/\$3,000
Per Employee Charge	\$14	\$16	\$18	\$20
Minimum Premium	\$250	\$500	\$1,000	\$1,000

## D. Claims Made Coverage

The following rating procedures apply to professional liability written on a claims made basis:

- 1. Determine the applicable occurrence premium.
- Determine the retroactive date. If the date goes back 5 years or more, the Mature Claims-Made
  Factor from the Claims Made Step Factor table should be applied to the premium developed in 1.
  above.

Note: The retroactive date may be advanced only at the request of the insured or with the insured's written acknowledgement.

- 3. If the allied health professional is just entering practice, has been continuously insured under an occurrence policy or if no prior acts coverage is being provided, select the year 1 claims made factor from the Claims Made Step Factor table and apply it to the occurrence premium determined in 1. above.
- 4. If the allied health professional has been insured under a claims made policy for one or more years immediately preceding the effective date of the policy to be issued, and prior acts coverage is being provided, the following procedure will apply:
  - Determine the number of years in which the allied health professional has been insured under a claims made policy;
  - b. The number determined in a. above will be the "prior years of exposure". Fractional years of 6 months or more will be rounded up to the next higher year; less than 6 months will be rounded down to the next lower year.
  - c. The selection from the Claims Made Step Factor table is made by adding one year to the "prior years of exposure" developed in a. and b. above. The additional year is to account for the new policy to be issued.
  - d. The applicable factor in the Claims Made Step Factor **table** is to be applied to the premium developed in 1. above.

TORS

YEARS	STEP FACTORS
YEAR 1	.55
YEAR 2	.69
YEAR 3	.82
YEAR 4	.91
YEAR 5 OR MORE (Mature)	1.00

## Extended Reporting Period Coverage

An extended reporting period may be provided for up to an unlimited basis, subject to the following:

- 1. Except as described in 6. below, the extended reporting period is available only if the policy is cancelled or nonrenewed by either the company or the insured.
- 2. The insured must notify us in writing of his or her election of the extended reporting period within 60 days of the effective date of termination of the policy.
- 3. Any earned premium due on the policy and the premium for the extended reporting period must be paid in full before the extended reporting period will be effective.

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- 4. The entire premium for the extended reporting period will be deemed earned when the extended reporting period begins.
- 5. The premium for the extended reporting period will be developed by applying the appropriate factor from the table below to the mature claims made premium for Coverage A otherwise developed for the risk based on the rates and rules in effect on the date the policy was last renewed or last issued:

Claims-Made Year					
	1	2	3	5	Unlimited
1	0.278	0.428	0.533	0.556	0.579
2	0.424	0.676	0.824	0.847	0.870
3	0.539	0.843	0.995	1.019	1.042
4+	0.602	0.915	1.071	1.095	1.119

- 6. The premium for the extended reporting period will be waived if the insured is an individual and:
  - i. Dies or becomes totally and permanently disabled during the policy period; or
  - ii. Retires, if at least age 55 and insured for professional liability by us for 5 or more continuous years.

If the insured returns to the practice of his or her professional services after retirement or after a period of total and permanent disability and after the issuance of the extended reporting period Endorsement and premium waiver, the extended endorsement will be cancelled unless the insured contacts us within 30 days to request an extended reporting period without waiver of premium and pays the appropriate extended reporting period premium developed from the rates, rules and rating plans in effect for us at the time of the insured's retirement or disability.

 The Professional liability extended reporting period does not increase or reinstate the limits of liability. If General Liability Coverage is also required for the extended reporting period, then reinstatement must be provided.

## F. Leave of Absence

Subject to Company underwriting approval, coverage under an in-force policy may be suspended for a period of not less than 30 days, and not more than six months. This suspension may be made without premium adjustment. The expiration of the policy is extended by the same length of time that the policy was suspended. This feature can be used for a parental leave, medical leave, military call-up to active duty, or a sabbatical.

# XV. PREMIUM CALCULATION RULES

## A. Base Rates.

The premium for this policy is calculated on a "per professional" basis. The base rates will be applied in accordance with the allied health professional specialty as shown in Tables I and II of Section XVI. If two or more classifications apply to the same professional, the highest rated classification is to be used.

- B. Base Rate Adjustments.
  - 1. Part Time. A part-time base rate adjustment factor of .50 will apply to any individual allied health professional who is self-employed and works 16 hours or less per week.

## C. Surcharges

Category	Surcharge
Supplemental Staffing	A surcharge of up to 25% will apply to entities or individuals engaged in supplemental staffing.
Registry	A registry surcharge of up to 25% will apply to entities or individuals that do registry services.
Background Check	A surcharge of up to 10% will apply to entities or individuals not performing background checks on their employees and independent contractors.
Nursing Homes / Assisted Living Centers / Long Term Care Facilities / Prisons	A surcharge of up to 25% will apply to entities or individuals that do staffing of Nursing Home Facilities, Assisted Living Centers, Long Term Care Facilities, or Prisons.
High Tech / Critical Care	A surcharge of up to 25% will apply to entities or individuals engaged in high tech / critical care services, including Surgical, Pediatric, Infusion Therapy, and Tracheotomy/Ventilator Care.

The surcharges shown above are additive if more than one applies, subject to a maximum surcharge of 65%.

# D. Full Time Equivalent (FTE).

For all types of risks other than individuals and students, calculate the number of applicable FTEs as follows:

In accordance with the professional rate classifications, sum the total annual hours worked for each classification. Divide each of these totals by classification by 2000 hours (one Full Time Equivalent) to establish the number of FTE slots to be charged for each classification. Fractions of FTE slots per applicable classification grouping will be rounded up to the next highest FTE.

# E. Schedule Rating

The schedule rating credit or debit will be equal to the sum of the selected credits or debits given for each of the individual risk characteristics shown in the table below, subject to a maximum credit or debit of 25%.

Characteristic	Max Credit	Max Debit
Claims History	25%	25%
Risk Management	20%	20%
Nature of Operations	15%	15%

# F. Territorial Multiplier

Apply the territorial multiplier shown in the state exception pages. Select the territorial multiplier associated with the territory in which the individual works.

# G. Entity Rating Factor

An entity rating factor of up to 1.20 will apply to all entities (Organizations including Corporations, Partnership, Joint Venture, Trust or Limited Liability Company) in addition to any other rating factors that apply, subject to a minimum charge of \$1,000. This rating rule is applied after the application of the increased limits factor but before any other rating factors. This rating rule also applies to student blanket policies.

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# H. Internet Discount

A 5% credit shall be applied to policies marketed through electronic commerce distribution channels.

# XVI. Rates

## Table I

Professional Classification	Professional	Student
Addiction Councelor (NAADAC Program) (1)	Rate	Rate
Addiction Counselor (NAADAC Program) (1) Addiction Counselor (Non-NAADAC) (2)	199	25
Addiction Interventionist	433	25
	577	N/A
Administrative/Clerical	130	43
All other Aide, Assistant, or Technician	311	104
Art, Music, Dance, Pet, and Recreation Therapist (2)	311	N/A
Audiologist The Audiologist	311	104
Auricular & Full Body Acupuncture Therapy and Counseling	866	286
Auricular Acupuncture Therapy and Counseling	433	143
Behavioral Analyst	433	25
Blood Bank Technician	311	104
Cardiology Technician	311	104
Case Workers and Case Manager (2)	433	144
Certified Employee Assistance Professional	333	25
Certified Tech./ Assistant	311	104
Companion	150	50
Cytotechnologist	311	104
Dental Assistant	130	43
Dental Hygienist	311	104
Dialysis Technician	311	104
Dietician/Nutritionist	311	104
EKG/EEG Technician	311	104
Health Educator (2)	311	104
Home Health Aide	200	67
Homemaker	150	50
Intern Mental Health/Addiction Counselor	311	NA
Lab Technician	311	104
Licensed or Certified Mental Health Counselor (2)	433	25
LPN	311	104
Marriage and Family Therapists/Counselor (2)	433	25
Massage Therapist	577	192
Medical Office Assistant	130	43
Medical Records Technician	311	104
Medical Technologist	311	104
MRI Technician	311	104
Vurse Aide	180	60
Nurse Practitioner	<del></del>	
Nurse/RN	1250	417
	350	117
Occupational Therapist	400	133
Paramedics/EMTs (Eligible for Students Only)	N/A	200
Pastoral Counselor	433	N/A
Pathology Assistant	311	104
Patient Intake Technician	130	N/A
Personal Coach	433	N/A

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Professional Classification	Professional Rate	Student Rate
Pharmacist (Mail Order, Nuclear)	750	250
Pharmacist (Non-Mail Order – Non-Nuclear)	600	200
Pharmacy Assistant	200	67
Pharmacy Technician (Dispensing)	300	100
Phlebotomist	311	104
Physical Therapist	577	192
Physician's Assistant	N/A	667
Psychological Assistant (Masters Degree) (2)	577	N/A
Psychologist (Bachelors or Masters Degree) (2)	1250	N/A
Psychologist (Doctorate Degree)		Post Doctoral
	1250	311
Radiological Technologist	311	104
Rehabilitation Counselor/Therapist	433	25
Rehabilitation Counselor/Therapist Assistant	311	N/A
Respiratory Assistant	311	104
Respiratory Therapist	600	200
Social Worker (2)	433	25
Speech Therapist (2)	400	133
Surgical Assistant	N/A	667
Surgical Technologist	311	104
Surgical Technologist/First Assistant	311	104
Ultrasound Technician	311	104
Utilization Review Technician (2)	433	N/A
Volunteer	130	N/A
Wellness Counselor (2)	433	25
X-Ray Machine Operator/Technician	311	104

Note 1.

Certified Members of the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) are to be written in conjunction with the Behavioral Health Purchasing Group with the rate shown in Table I for limits of \$ 1,000,000 Per Professional Incident / \$ 3,000,000 Aggregate. This rate contemplates coverage for individuals who have been NCAC certified as members of NAADAC. The only Optional Coverages under Section XIV offered for these members are the Entity Coverage Extension, the Additional Insured Endorsement and Claims Made Coverage.

Note 2.

A credit of up to 50% applies to individuals who receive primary professional liability coverage from their employer.

## Table II

Allied Health Professional Liability Rate Table – Optometrists/Opticians Basic Limits - \$1,000,000 / \$1,000,000		
Professional Classification	Professional Rate	Student Rate
Optometrists	416	139
Opticians	293	98